



POWER OF ATTORNEY BY ASSIGNEE
AND EXCLUSION OF INVENTOR UNDER 37 C.F.R. 1.32

To the Commissioner for Patents:

The undersigned assignee of the entire interest in the application for letters patent Serial No. 10/802,253, filed March 17, 2004, entitled: ***FLASH MEMORY WITH ENHANCED PROGRAM AND ERASE COUPLING AND PROCESS OF FABRICATING THE SAME*** and having the named inventors: Chiou-Feng Chen, Prateep Tuntasood and Der-Tsyr Fan, hereby appoints Edward S. Wright, Reg. No. 24,903, as its attorney to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventors and their attorney(s).

Direct all telephone calls to EDWARD S. WRIGHT at (650) 330-0830.

Address all correspondence to:

Law Offices of Edward S. Wright
1100 Alma Street, Suite 207
Menlo Park, CA 94025

Assignee: Actrans System Incorporation, USA

By: Chiou-Feng Chen

Signature: Chiou-Feng Chen

Title: Chairman

Address: 3375 Scott Boulevard, Suite 110

Santa Clara, CA 95054

Date: July 12, 2004

File No. A-75031

ASSIGNMENT

WHEREAS, the undersigned, Chiou-Feng Chen and Prateep Tuntasood, residents of Santa Clara, California; and Der-Tsyr Fan, a resident of Hsincchu, Taiwan, R.O.C.; (hereinafter termed "Inventors"), have invented certain new and useful improvements in **FLASH MEMORY WITH ENHANCED PROGRAM AND ERASE COUPLING AND PROCESS OF FABRICATING THE SAME**, and have executed an application for a United States patent disclosing and identifying the invention; and having Serial No. 10/802,253, and filing date of March 17, 2004; and

WHEREAS, Actrans System Incorporation, USA, (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 3375 Scott Boulevard, Suite 110, Santa Clara, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

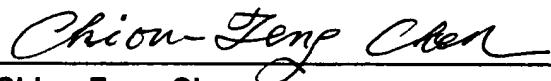
2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such

cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said **Chiou-Feng Chen** has executed and delivered this instrument to said Assignee this 29th day of June, 2004.



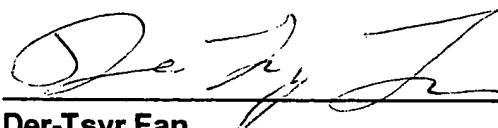
Chiou-Feng Chen

IN WITNESS WHEREOF, said **Prateep Tuntasood** has executed and delivered this instrument to said Assignee this 29th day of June, 2004.



Prateep Tuntasood

IN WITNESS WHEREOF, said **Der-Tsyf Fan** has executed and delivered this instrument to said Assignee this 29th day of June, 2004.



Der-Tsyf Fan